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10 **Attorneys for Defendants**  
 11 **CITIMORTGAGE, INCORPORATED,**  
 12 **VERDUGO SERVICE CORPORATION, and**  
 13 **FIVE STAR SERVICE CORPORATION**

14 **UNITED STATES DISTRICT COURT**  
 15 **CENTRAL DISTRICT OF CALIFORNIA (WESTERN DIVISION)**

16 **EDWIN LEVER; GRACE LEVER,**  
 17 **Plaintiffs,**

18 **v.**

19 **CITIMORTGAGE, Incorporated; PRO**  
 20 **VALUE PROPERTIES, Incorporated;**  
 21 **VERDUGO SERVICE**  
 22 **CORPORATION; STAR SERVICE**  
 23 **CORPORATION; And JOHN DOES 1**  
 24 **through 10, Inclusive,**

25 **Defendants**

26 **CITIMORTGAGE, INC.,**

27 **Counterclaimant,**

28 **vs.**

29 **EDWIN LEVER and GRACE LEVER,**  
 30 **Counterdefendants.**

Case No.2:06-cv-02684 CAS (FFM)

Action filed: June 2, 2006

**[PROPOSED] JUDGMENT**

31 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

32 **///**

33 **///**

34 **///**

1 **PLEASE TAKE NOTICE** that Defendants, CITIMORTGAGE, INC.,  
2 VERDUGO SERVICE CORPORATION and FIVE STAR SERVICE  
3 CORPORATION'S Motion for Summary Judgment, or in the alternative, Motion for  
4 Partial Summary Judgment came on for hearing before the Honorable Magistrate  
5 Judge Frederick Mumm on January 8, 2008 at 10:00 a.m. Defendants appeared  
6 through their attorneys of record Kelly Andrew Beall, Esq., of Wolfe & Wyman  
7 LLP. Plaintiffs Edwin Lever and Grace Lever appeared pro se.

8 After reviewing the moving and opposing papers, the evidence presented  
9 thereon, and considering oral arguments the Court requested additional briefing.  
10 Now, after reviewing and considering the additional briefing and evidence thereon  
11 and Plaintiffs failure to file any declarations in support of their oppositions and a  
12 decision having been duly rendered:

13 **IT IS HEREBY ORDERED**

14 That Plaintiffs EDWIN LEVER and GRACE LEVER'S claims for Violation  
15 of 15 USC § 1601 et. seq. (TILA), Fraud, Breach of Contract, Wrongful Eviction,  
16 Intentional Infliction of Emotional Distress, Declaratory Relief that the deed of trust  
17 and trustee's sale are void, Quiet Title and Injunctive relief be dismissed on the  
18 merits with prejudice;

19 **IT IS FURTHER HEREBY ORDERED**

20 That Plaintiffs EDWIN LEVER and GRACE LEVER's claim for Declaratory  
21 Relief that 1) CitiMortgage violated TILA and was fraudulent, and 2) CitiMortgage  
22 had no right to "switch" plaintiffs to a conventional loan be dismissed without  
23 prejudice;

24 **IT IS FURTHER HEREBY ORDERED**

25 That Defendant, CITIMORTGAGE, INC.'s counter-claim for Declaratory  
26 Relief be dismissed without prejudice;

27 ///

28 ///

**IT IS FURTHER HEREBY ORDERED**

That Defendants, CITIMORTGAGE, INC., VERDUGO SERVICE CORPORATION and FIVE STAR SERVICE CORPORATION recover their costs.

**IT IS SO ORDERED**

DATED: 5/27/08

  
HONORABLE FREDERICK F. MUMM

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WOLFE & WYMAN LLP  
ATTORNEYS & COUNSELORS AT LAW